



## Educational Service Unit #8

302 Main Street • P.O. Box 89 • Neligh, NE 68756-0089

Phone: 402-887-5041

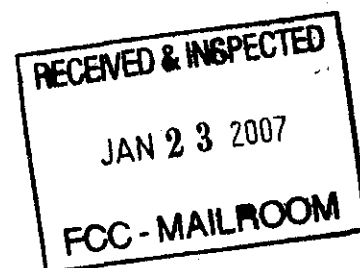
Fax: 402-887-4604 E-mail: [rpeck@esu8.org](mailto:rpeck@esu8.org)

Providing Supplementary Services to the Schools in the Counties  
of Antelope, Boyd, Holt, Madison, Pierce, Stanton, and Wheeler

DOCKET FILE COPY ORIGINAL

January 3, 2007

TO: Federal Communications Commission (FCC)  
Office of the Secretary  
236 Massachusetts Avenue, NE, Suite 110  
Washington, DC 20002



RE: CC Docket No. 96-45  
CC Docket No. 02-6  
"Request for Review"

Educational Service Unit 8  
Billed Entity Number 138632  
Form 471 Application Number 1389166 & 1389197

Nigel Buss  
302 Main Street  
PO Box 89  
Neligh, NE 68756-0089

Voice: 402-887-5041  
Fax: 402-887-9011  
Email: [nbuss@esu8.org](mailto:nbuss@esu8.org)

Enclosures:  
SLD Administrator's Decision on Appeal-Funding Year 2006-2007  
SLD "Letter of Appeal" Packet

Thank you for your time and effort.

No. of Copies rec'd 0  
List A B C D E

### BOARD MEMBERS

Dan Garner, Osmond, Pres.  
Robert Schulz, Norfolk  
Bruce Hild, Neligh  
Connie Kaup, Neligh

Craig Brewster, Butte  
Bob Chilcoat, Jr., Stanton  
Larry Kaczor, Bartlett

Dave Sullivan, Elgin  
Glen Leffers, Meadow Grove  
Tim Lambert, Chambers, V. Pres.  
Jack Prater, Norfolk, Secy.



**Universal Service Administrative Company**  
Schools & Libraries Division

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**Administrator's Decision on Appeal – Funding Year 2006-2007**

December 07, 2006

Randall Peck  
Educational Service Unit #8  
302 Main Street  
P.O. Box 89  
Neligh, NE 68756-0089

Re: Applicant Name: EDUCATIONAL SERVICE UNIT NO.8  
Billed Entity Number: 138632  
Form 471 Application Number: 505545  
Funding Request Number(s): 1389166, 1389197  
Your Correspondence Dated: September 07, 2006

After thorough review and investigation of all relevant facts, the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) has made its decision in regard to your appeal of USAC's Funding Year 2006 Funding Commitment Decision Letter for the Application Number indicated above. This letter explains the basis of USAC's decision. The date of this letter begins the 60 day time period for appealing this decision to the Federal Communications Commission (FCC). If your Letter of Appeal included more than one Application Number, please note that you will receive a separate letter for each application.

Funding Request Number(s): 1389166, 1389197

Decision on Appeal: **Denied**

Explanation:

- Upon thorough review of the appeal letter and the relevant documentation, USAC has determined that, on April 3, 2006, the authorized contact was requested to provide all documentation or Letters of Agency (LOAs) for all entities in Block 4 of all Form 471 applications that were filed. The request stated that the documentation or LOAs must describe that the entities are a member of the Consortium and authorized participation in the filing of this application on their behalf. The request also stated that the document had to include information such as the timeframe the Consortium will be in effect. The request further stated that the timeframe must cover the current fund year. On April 10, 2006, all of the LOAs were provided. None of these LOAs include the specific timeframe that is covered. Program rules require that Letters of Agency must specify the

timeframe that is covered. Program rules also do not permit USAC to accept new information on appeal except where an applicant was not given the opportunity to provide information during the initial review or an error was made by USAC. You have failed to provide evidence that USAC has erred in its decision.

- During the Program Integrity Assurance review of your Form 471 application you were asked to provide evidence of your authority to file Forms 471 on behalf of, or evidence of the membership of, all the members included in the consortium. USAC denied your application because you failed to provide proof of your authorization to represent all entities for which services were sought and/or proof of their membership in the consortium. In your appeal, you did not show that the USAC's determination was incorrect. Consequently, your appeal is denied.
- You failed to provide evidence of your authority to file FCC Forms 471 on behalf of, or evidence of, the membership of all the members included in this consortium. FCC Rules require that the Form 471 shall be signed by the person authorized to order telecommunications and other supported services for the eligible schools or libraries or the consortium. The Form 471 shall include that person's various certifications under oath, submitted on behalf of eligible entities applying for discounts. 47 C.F.R. sec. 54.504 (c)(1). During the course of the application review, USAC may seek documentation to confirm the consortium leader's authorization to represent all entities in the application, proof of each entity's membership in the consortium and their knowledge of filing of the applicable Form(s) 471 on their behalf. The FCC has affirmed USAC's authority to require consortia leaders to produce Letters of Agency from each of its members expressly authorizing the consortium leader to submit an application on its behalf. See Request for Review by Project Interconnect, Federal-State Joint Board on Universal Service, Changes to the Board of Directors of the National Exchange Carrier Association, Inc., CC Docket Nos. 96-45 and 97-21, Order, DA 01-1620 paras. 8-9 (rel. Jul. 11, 2001) See Instructions for Completing the Schools and Libraries Universal Service, Services Ordered and Certification Form (FCC Form 471), OMB 3060-0806 at Item 33.

If your appeal has been approved, but funding has been reduced or denied, you may appeal these decisions to either USAC or the FCC. For appeals that have been denied in full, partially approved, dismissed, or canceled, you may file an appeal with the FCC. You should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. Your appeal must be received or postmarked within 60 days of the date on this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. If you are submitting your appeal via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554. Further information and options for filing an appeal directly with the FCC can be found in the "Appeals Procedure" posted in the Reference Area of the SLD section of the USAC website or by contacting the Client Service Bureau. We strongly recommend that you use the electronic filing options.

We thank you for your continued support, patience and cooperation during the appeal process.

Schools and Libraries Division  
Universal Service Administrative Company



## Educational Service Unit #8

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Fax: 402-887-4604 E-mail: [rpeck@esu8.org](mailto:rpeck@esu8.org)

Providing Supplementary Services to the Schools in the Counties  
of Antelope, Boyd, Holt, Madison, Pierce, Stanton, and Wheeler

Date: September 7, 2006

TO: USAC/Schools & Libraries Division

FR: Nigel Buss

RE: Letter of Appeal for Form 471 Number 505545 for Funding Year 2006

1. Nigel Buss  
Educational Service Unit No 8  
Third and Main  
P.O. Box 89  
Neligh, NE 68756-0089  
Voice: 402-887-5041  
Fax: 402-887-9011  
Email: [nbuss@esu8.org](mailto:nbuss@esu8.org)

2. **This is a Letter of Appeal**

- Appellant Name: Randall Peck
- Application Name: Educational Service Unit No 8
- BEN: 138632
- 471 Application Number: 505545 "Funding Commitment Letter for Funding Year 2006"
- "Unauthorized Consortium Members. Consortium leader has failed to provide evidence of authority to file Forms 471 on behalf of, or evidence of the membership of, a substantial number of the members included in this consortium."

3. Letter of Appeal Documentation

- A. Educational Service Unit No 8 is a Nebraska multi-county educational agency with statutory responsibilities to provide K-12 school districts with educational services.
- B. Please see document signed by the Northeast Nebraska Distance Learning Consortium Superintendents stating that they are an authorized consortium of K-

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Larry Kaczor, Bartlett

Dave Sullivan, Elgin  
Glen Leffers, Meadow Grove  
Tim Lambert, Chambers, V. Pres.  
Jack Prater, Norfolk, Secy.

12 school districts and that Educational Service Unit 8 has authorization to file all necessary USAC/SLD forms.

- C. Please see Northeast Nebraska Distance Learning Consortium By-Laws.
- D. Please see Great Plains Communications multi-year contract.
- E. Please see Great Plains Communications bill.

Thank you for your time and consideration.

  
Authorized signature

9-8-06  
date

## Educational Service Unit #8

### Mission Statement

The mission of Educational Service Unit #8, a multi-functional, intermediate educational organization, is to provide exemplary leadership and an array of supplementary services as identified and requested by member school districts to enhance educational opportunities, pursue excellence in teaching, and foster life-long learning through a quality educational partnership.

ESU #8 provides supplementary services to 70 school districts including Class I districts, Class II districts, Class III districts, one Class VI district, and non-public schools. The area covers nearly 6,000 square miles and includes over 1,200 teachers and 14,050 students in grades K-12.

The Unit is directed by an elected Board which includes eleven members: one representative from each county and four representatives elected at large. The Board meets on the third Monday of each month.

## Educational Service Unit #8

302 Main, Box 89  
Neligh, NE 68756  
(402) 887-5041  
Fax: (402) 887-4604  
rpeck@esu8.org

**Media Center**  
212 M Street, Box 89  
Neligh, NE 68756  
(402) 887-4125  
media8@esu8.org

**Central Learning Center**  
402 P Street  
Neligh, NE 68756  
(402) 887-5559

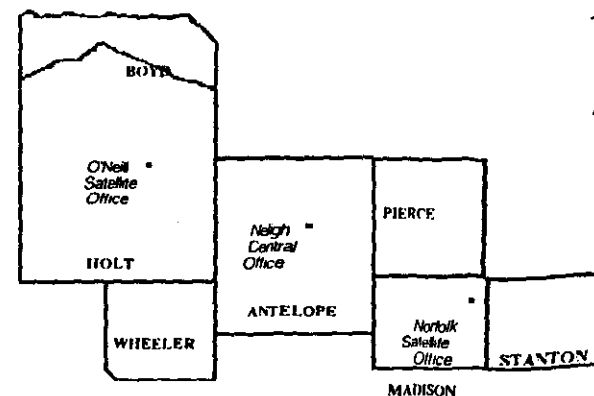
**Eastern Learning Center**  
500 Phillip Avenue  
Norfolk, NE 68701  
(402) 371-3454

**Western Learning Center**  
520 East Clay  
O'Neill, NE  
(402) 336-3707



## Educational Service Unit #8

302 Main, Box 89  
Neligh, NE 68756



*Located in Neligh, Nebraska, Educational Service Unit #8 is an intermediate agency providing supplementary education services to K-12 school districts. This Unit services Antelope, Boyd, Holt, Madison, Pierce, Stanton, and Wheeler counties.*

Randy Peck, Administrator  
Jill Bates, Assistant Administrator

A.

B.

Date: September 7, 2006

TO: USAC/Schools & Libraries Division

FR: Nigel Buss

RE: Letter of Appeal documentation for Form 471 Number 505545 for Funding Year 2006

The Northeast Nebraska Distance Learning Consortium is an authorized consortium of K-12 school districts. Educational Service Unit 8 is the USAC/SLD billed entity for the Northeast Nebraska Distance Learning Consortium. Educational Service Unit 8 has the authorization to file all necessary USAC/SLD forms and applications for the Northeast Nebraska Distance Learning Consortium's K-12 school districts.

Bloomfield Community Schools

John W Post Supt 9/7/06  
(Signature of Authorized School Official, Title, Date)

Creighton Community Schools

Fred Boelter Supt. 9-7-06  
(Signature of Authorized School Official, Title, Date)

Niobrara Public Schools

Margaret Landry Supt. 9/7/06  
(Signature of Authorized School Official, Title, Date)

Osmond Community Schools

William Supt 9/7/06  
(Signature of Authorized School Official, Title, Date)

Plainview Public Schools

David D. Hume Supt. 9/7/2006  
(Signature of Authorized School Official, Title, Date)

Randolph Public Schools

William Supt. 9/7/06  
(Signature of Authorized School Official, Title, Date)

Santee Community School

Shanda Spt 9-7-06  
(Signature of Authorized School Official, Title, Date)

Nebraska Unified School District #1  
Verdigre Public School

Michael St. Peter Head Administrator 9/7/06  
(Signature of Authorized School Official, Title, Date)

Wausa Public Schools

Robert C. Marks Supt. 9/7/06  
(Signature of Authorized School Official, Title, Date)



C.

**BY LAWS FOR THE  
NORTHEAST NEBRASKA DISTANCE LEARNING CONSORTIUM**

**Article I                      Name**

The name of the organization shall be the Northeast Nebraska Distance Learning Consortium.

**Article II                      Purpose**

The purpose of the NNDLC is to foster spirit of goodwill, cooperation, and shared educational resources among the member school and communities who participate in the NNDLC by way of any authorized activity that might come within the jurisdiction of the NNDLC. The NNDLC recognizes that there is to be no discrimination on the basis of race, color, sex, national origin, religion, or disability in its activities.

It is recognized that the NNDLC is organized as a mutual assistance organization under the Interlocal Cooperation Act of Nebraska. To better serve individuals both by course offerings, in-service programs, etc., and by reducing the distances between entities via electronic communications technology, all participating entities agree to mutually and equally share line-haul costs via technology commonly referred to as "fiber optics" or other appropriate technology as approved by the executive committee. Such services may be provided by carriers under rates approved by agencies of competent jurisdiction, or at lower rates as negotiated by the executive committee of the NNDLC. The NNDLC is not responsible for the provision of audio and/or video line-haul equipment to be placed in the service between member entities.

### Article III

### Membership and Organization

- 1) The Northeast Nebraska Distance Learning Consortium (NNDLC) will be composed initially of eight (8) public educational entities listed in alphabetical order according to the name of the community of headquarters location:

Bloomfield Public Schools, Creighton Public Schools, Niobrara Public Schools, Osmond Community Schools, Plainview Public Schools, Randolph Public Schools, Wausa Public Schools, and Verdigre Public Schools.

- 2) New member entities may be added by a 75% affirmative vote by all member entities: All members must vote by mail. Ballots will be collected by the NNDLC President. A new member will be accepted as soon as the NNDLC President has received affirmative votes from 75% of the members. An individual member entity may be dropped from the NNDLC when 75% of all the member entities vote by the foregoing process to do so. The NNDLC shall be dissolved when 75% of the member entities vote to dissolve it, provided, however, that each member entity had prior written notice that the dissolution of the NNDLC was to be considered at the meeting at which the vote was to be taken.
- 3) If a member entity chooses to withdraw from the NNDLC for the following school year, said entity must notify all member schools in writing by the prior year January 1st.
- 4) If a non-member entity wishes to join the NNDLC, they must make a written request by letter to the NNDLC President, be willing to acquire the proper equipment, and meet all NNDLC technical and rule requirements. The request for admission will become an agenda item for discussion at the next NNDLC executive meeting.
- 5) Application must be received on or before the January meeting if membership is requested for the following academic year. An academic year begins September 1, of each year and ends August 31, of the following year.

## **Article IV**

### **Executive Committee, Officers and Governance**

The officers of the executive committee serving the NNDLC shall be the President, Vice President/Secretary and Treasurer. No officer may be seated who has less than one (1) year experience in the NNDLC. The Positions will be held for a term of one year beginning in July of 1996 and ending the following June. The officers will be elected annually at the May meeting for the ensuing year.

Each NNDLC entity will have one executive committee member, who will be the chief administrator of the entity or substitute designated by that administrator. A substitute shall not discharge the duties of an NNDLC officer.

## **Article V      Duties of the Officers**

### **A.      DUTIES OF THE PRESIDENT**

- 1)      The President shall preside at all regular and special meetings in accord with the by-laws, and special meetings when requested by a majority of the member entities.
- 2)      Shall cause to have printed and distribute as appropriate, schedules of NNDLC offerings.
- 3)      Shall notify all member schools at least one week in advance of all meetings.
- 4)      Shall keep all NNDLC documents current and on-file.

### **B.      DUTIES OF THE VICE PRESIDENT/SECRETARY**

- 1)      Record the minutes of all regular and special meetings, maintain a record that is passed each year to the new Vice President/Secretary.
- 2)      Shall provide copies of the minutes to all member entities.

- 3) Shall preside at the meetings in the absence of the president.

#### C. DUTIES OF THE TREASURER

It is the responsibility of the treasurer in conjunction with the designated fiscal agent.

- 1) To receive all money and deposit it in the proper account.
- 2) To notify all members of any fees or assessments in writing.
- 3) To prepare treasurers reports for submission to the executive committee.
- 4) The treasurer and fiscal agent will co-sign all checks or financial statements and/or instruments.
- 5) To perform such other duties as may be assigned.

#### Article VI Advisory Council

There shall be a NNDLC Advisory Council composed of one annually elected board member of each participating entity and executive committee. This council will meet once each year at a meeting called by the NNDLC President and moderated by the same, to review the operations of the NNDLC and to make recommendations for the ensuing year to the executive committee.

#### Article VII Voting Quorum

Voting at all regular and special meetings shall be executed by roll call vote. Each member entity shall have the right to cast one vote. Business transacted and decisions

made shall not be valid unless passed with a majority vote in a meeting where in 75% of the member entities are present.

## **Article VIII**

### **Amendments**

In order to change or adopt an amendment to the by-laws, the amendment must be presented and read at a regular or special meeting. It will then be placed before the entity members for a vote at the next regular or special meeting. An amendment to the by-laws must be adopted by 75% affirmative vote of all member entities.

## **Article IX**

### **Classes**

- 1) All NNDLC classes will be offered by instructors qualified for the grades or courses taught in accord with the appropriate Nebraska Department of Education endorsement.
- 2) Classes offered at the K-12 level will be without charge the student or receiving school and may be considered as a reciprocal agreement between the entities through the 2000-2001 school year, prior to the conclusion of the 2000-2001 school year, the executive committee will establish a necessary fee schedule.
- 3) Such classes as are offered at levels other than K-12 shall be at rates and terms as may be approved from time to time by the NNDLC Executive Committee and all member entities will be bound by those rates.
- 4) Rules for course offerings, classes, technology, schedules, etc., shall be considered by the Executive Committee at meetings as may be appropriate.
- 5) Texts and workbooks shall be provided by member schools. Dual credit course texts will be provided by member schools with other instructional supplies purchased by students.

## **Article X**

### **Duration of the NNDLC**

The duration of the interlocal agreement creating NNDLC shall be ten (10) years beginning in consideration of an agreement of acceptable line charges contracted by and for NNDLC (January 1996 through January 2006) with the telephone company designated to serve the NNDLC.

## Article XI

## Property

Any and all equipment /property purchased with NNDLC funds shall become the property of the member school wherein such equipment/property was installed following the fourth (4th) year of operation of the NNDLC. Should that or any member entity resolve to withdraw its membership from the NNDLC before the end of the fourth (4th) year of operation of the NNDLC, all equipment/property shall revert back to the NNDLC.

Once installed, each member school shall be responsible for the maintenance and repair of all equipment/property.

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D.

## NEBRASKA EDUCATIONAL VIDEO SERVICE AGREEMENT

This is an agreement between the Plainview Public Schools, Bloomfield Public Schools, Verdigre Public Schools, Wausa Public Schools, Niobrara Public Schools, Randolph Public Schools, Creighton Public Schools and Osmond Public Schools, collectively organized and known as the Northeast Nebraska Distance Learning Consortium ("the CUSTOMER"), and Great Plains Communications, Inc., ("GPC" or "the TELEPHONE COMPANY") for the provision of Nebraska Educational Video Service ("EV Service"), as defined in Attachment "A", which is incorporated herein by this reference. Where Attachment "A" conflicts with these General Terms, Attachment "A" will prevail. In this agreement and in all noted attachments, Participating Schools and Contract Partners shall be known as "USERS".

It is understood that the Northeast Nebraska Distance Learning Consortium (the CUSTOMER) is an entity created and existing pursuant to the Nebraska State Interlocal Cooperation Act, Neb. Rev. Stat. 13-801 et. seq. (Revised in 1991.)

1.     SCOPE           Under this Agreement GPC shall furnish and the CUSTOMER shall pay for EV Service as defined on Attachment "A". GPC shall provide EV Service up to the jacks that provide the interface at the USER premises. The premise interface is that location where GPC's protected network facilities end and the CUSTOMER's inside facilities and equipment begins. GPC provides EV Service as priced on an Individual Case Basis (ICB) for each CUSTOMER, and such service is not covered by GPC tariffs.

The CUSTOMER acknowledges that the EV Service by GPC under this Agreement at Plainview Public School will be supplied under separate agreement between GPC and Plainview Telephone Company, EV Service at Randolph Public School will be supplied under separate agreement between GPC and US West Communications, and EV Service at Osmond will be supplied under separate agreement between GPC and Eastern Nebraska Telephone Company.

2       TERM           This Agreement will commence on the last signature date of all legally defined officers of the CUSTOMER. The term of the Agreement will expire on August 15, 2007, or at the maximum term allowed by law.

### 3.     CHARGES AND BILLING

3.1     The initial payment required of the CUSTOMER is due and payable no later than thirty (30) days after the last Signatures on this Agreement. The Initial Payment Amount shall be fifty percent (50%) of the total non-recurring charge of \$200,000.00, specifically an amount of \$100,000.00.

3.2 The remainder of the non-recurring charges, in the amount of \$100,000.00, is due and payable no later than thirty (30) days after the EV Service ACTIVATION DATE, as identified in Attachment A.

3.3 Annual payments thereafter, due on February 20, 1998 and February 20th thereafter until the end of the term of this Agreement, shall be in the amount of \$118,509.00.

3.4 Payments shall be made to:

Great Plains Communications  
P O Box 500  
Blair, NE 68008-0500

3.5 In the event of a dissolution of the CUSTOMER (Termination of the Interlocal agreement and associated partner contracts), prior to the expiration of this Agreement or any extension hereof, the individual USERS shall succeed to all rights and responsibilities of the CUSTOMER as set forth in this Agreement, subject to the laws of the State of Nebraska.

3.6 GPC shall bill the CUSTOMERS for each payment 30 days prior to the payment due date. GPC billing statements for EV Service will be single consolidated billing statements issued by GPC so that the CUSTOMERS are receiving only one billing statement from a single source for all payments due under this agreement. The CUSTOMER shall pay each bill in full by the payment due date on each bill. The charges for EV Service under this Agreement will be offered and charged to the CUSTOMER independently from and regardless of the CUSTOMER's purchase of any premise equipment or enhanced services from GPC.

3.7 Billing statements from GPC under this Agreement shall be sent to the appointed collecting and paying agent identified in writing to GPC as an authorized Customer Contact per Attachment A, Paragraph 2.2.

3.8 Late payment charges, if any, shall be in accordance with Nebraska Statutes.

#### 4. TERMINATION

4.1 Either party may terminate this Agreement for cause provided written notice specifying the cause for termination and requesting correction within thirty (30) days is given to the other party, and such cause is not corrected within the thirty (30) day period. If such cause is corrected within thirty (30) days of the written notice, this Agreement shall continue and if such cause is not corrected within thirty (30) days of the written notice, termination shall occur thirty-five (35) days after the written notice. Cause is any



material breach of the terms of this Agreement. If GPC terminates this Agreement for cause, or if the CUSTOMER terminates this Agreement without cause, the CUSTOMER shall pay discontinuance charges (if any) submitted by GPC.

4.2 If termination is prior to the completed installation of EV Service, discontinuance charges shall be those reasonable costs incurred by GPC through the date of termination.

4.3 Termination charges (if any) for EV Service discontinued after installation are defined as follows:

4.3.1 If the EV Service at a USER site must be terminated due to reorganization, dissolution or consolidation of educational jurisdictions, the terminating party shall provide a written notice to GPC specifying the termination date. The annual payment amount shall be reduced by the amount assigned to the terminating USER. The amounts assigned to each USER are as follows:

Bloomfield	\$ 9,180
Creighton	\$13,418
Verdigre	\$14,477
Niobrara	\$15,007
Wausa	\$11,564
Osmond	\$13,442
Plainview	\$13,966
Randolph	\$16,042

4.3.2 In the event the CUSTOMER otherwise elects to terminate the EV Service at a USER SITE at a time after Installation and before the end of the first four (4) years of the term of this agreement, terminating USER SITE shall provide written notice to GPC, and the CUSTOMER's obligations under this Agreement, including the obligation to make or pay annual payments in the amount of \$118,509.00 shall continue through and including the making of the February 20, 2001, annual payment. The cost of the annual payments remaining over the Term after February 20, 2001, will be recalculated by reducing the annual payment amount by the amount assigned to the terminating USER in paragraph 4.3.1, and then adding a surcharge sum of \$500.00 per remaining USER.

4.3.3 In the event the CUSTOMER elects to terminate the EV Service at a USER's site for reasons other than reorganization, consolidation or dissolution of educational jurisdictions or cause, after initial installation and after four years from the beginning of the term of the Agreement, the terminating

USER SITE shall provide written notice to GPC and all remaining USERS specifying the termination date. In such case, the annual payment amount for the CUSTOMER over the remainder of the Term shall be recalculated by reducing the annual payment amount by the amount assigned to the terminating USER in paragraph 4.3.1, and then adding a surcharge sum of \$500.00 per remaining USER.

## 5. INTERRUPTION TO SERVICE, MAINTENANCE AND REPAIR

5.1 EV Service is being provided on a non-tariffed Individual Case Basis (ICB) pricing without allowances to the CUSTOMER or the USER for service interruptions. In the case of a service interruption, GPC or its designated Maintenance Center will provide acknowledgment and initiation of diagnostic and correctional processes within twenty-four (24) hours for all sites. The service is defined in Attachment "A", along with the responsibilities of GPC, the CUSTOMER and the USERS.

## 6. PERSONAL INJURY; PROPERTY DAMAGE

6.1 Each party shall be responsible only for personal injury, death or property damage it directly caused to the other in the course of its performance under this Agreement; PROVIDED HOWEVER, THAT NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT.

## 7. LIMITATION OF LIABILITY

7.1 GPC shall not be liable to the CUSTOMER or to the USERS for any incidental, indirect, special or consequential damages of any kind, including but not limited to any loss of use, loss of business or other loss. Remedies under this Agreement are exclusive and limited to those expressly described in the Agreement.

7.3 The CUSTOMERS are absolutely and solely responsible for the material and content transmitted or received over the EV Service, and shall save and hold harmless GPC from any and all suits, claims, causes of actions, damages and any and all other liabilities of any nature or kind arising from the material or content thereof transmitted or received over the EV Service.

8. NO WARRANTIES There are no warranties, express or implied, including but not limited to warranties of merchantability and fitness for a particular purpose.

9. UNCONTROLLABLE CIRCUMSTANCES The parties to this Agreement shall not be deemed in violation if they are prevented from performing any of the obligations under this Agreement by reason of severe weather and storms; earthquakes or other natural occurrences; strikes or other labor unrest; power failures; nuclear or other civil or military emergencies; acts or legislative, judicial, executive or administrative authorities; or any other circumstances which are not within their reasonable control.

10. DISPUTE RESOLUTION

In the event of a dispute between GPC and the CUSTOMER under this Agreement, after the dispute arises, GPC and CUSTOMER agree to arbitrate such a dispute to the extent permitted by Nebraska law.

11. LAWFULNESS This Agreement and the parties' actions under this Agreement shall comply with all applicable federal, state, and local laws, rules, regulations, court orders, and governmental agency orders. This Agreement shall be governed by the laws of the State of Nebraska. Any change in rates, charges or regulations authorized by the legally constituted authorities will act as a modification of any contract to that extent without further notice. Any change in law which makes this Agreement or any obligations herein impossible or impracticable to perform, shall excuse any of the parties hereto from performance.

12. SEVERABILITY This Agreement shall be governed by the laws of the state of Nebraska. In the event that a court, governmental agency, or regulatory agency with proper jurisdiction determined that this Agreement or a provision of this Agreement is unlawful, this Agreement, or that provision of the Agreement to the extent it is unlawful, terminates. If a provision of this Agreement is terminated but the parties can legally, commercially and practicably continue without the terminated provision, the remainder of this Agreement shall continue in effect. Further, if GPC or the CUSTOMER determines that that any terminated provision of the Agreement renders the entire Agreement commercially or practically unreasonable, then the entire Agreement may be terminated by either party.

13. GENERAL PROVISIONS

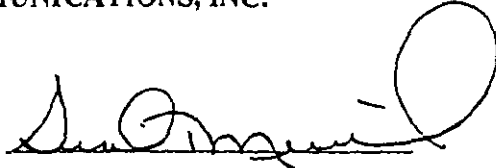
13.1 Failure or delay by either party to exercise any right, power, or privilege thereunder, shall not operate as a waiver hereto. Singular words may extend and be applied in the Plural to several persons or things as well as one person or thing. Plural words may extend and be applied in the singular to one person or thing as well as several persons or things.

13.2 This Agreement shall not be assignable by the CUSTOMER without express consent by GPC.

13.3 This Agreement constitutes the entire understanding between the CUSTOMER and GPC with respect to EV Service provided herein, and supersedes any prior agreements or understandings.

The parties hereby execute and authorize this Agreement as of the latest date shown below:

GREAT PLAINS  
COMMUNICATIONS, INC.



Authorized Signature

Gerald T. Merrick

Name Typed or Printed

Dir. of Mgmt. Projects

Title

October 24, 1996

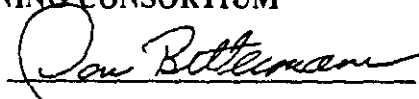
Date

Address for Notices:

P O Box 500

Blair, NE 68008

NORTHEAST NEBRASKA DISTANCE  
LEARNING CONSORTIUM



Authorized Signature

Don Bettermann

Name Typed or Printed

President

Title

October 30, 1996

Date

Address for Notices:

PO Box 638  
Plainview NE 68769

## ATTACHMENT A

### 1. DEFINITION OF SERVICE TO BE PROVIDED

1A. GPC shall provide, and the CUSTOMER shall pay for, Educational Video (EV) Service to each of the USER sites listed below, and networked as indicated in Figure 1.

#### USER sites

Bloomfield Public School

Plainview Public School

Verdigre Public School

Randolph Public School

Wausa Public School

Creighton Public School

Niobrara Public School

Osmond Public School

1B. The EV Service shall consist of one (1) transmit and three (3) receive video channels with associated audio channels, delivered to each USER site. Each video and audio channel will be terminated at the USER sites on jacks in a cabinet on wall space provided at each site by the USER. Each video channel provides a standard 525-line/60 field, compressed and full-color National Television Systems Committee (NTSC) video signal. EV Service shall be finished on a 24-hour basis, seven days per week. A video control switch will be provided which will afford connectivity among the sites subtending this switch. Scheduling, reservation and site connectivity management capabilities will be provided through remote access to a control workstation, which will be owned by the TELEPHONE COMPANY. Gateway connectivity between this video switch and other EV systems will consist of directional three transmit and three receive video and audio channels between the Bloomfield switch and an existing EV video Switch at Norfolk..

1C. Additional transport facilities are provided from each USER site to the Bloomfield video switch. These additional facilities include:

- Transport from the USER site to its associated video switch for two DS1 (1.544 Mbps) circuits.
- Transport from the USER site to its associated video switch for two 19.2 Kbps circuits for remote monitoring and maintenance.

Connection of these additional transport facilities to other points beyond the video switch shall be a separate arrangement between the USER of that facility and the telecommunications provider serving that location, under the rates that telecommunications provider has on file with the Nebraska Public Service Commission.

1D. EV Service does not include interactive classroom equipment utilized to generate and receive the audio and video signals, e.g., cameras, monitors, speakers or microphones. Such equipment will be neither provided nor maintained by GPC.

## 2. CUSTOMER RESPONSIBILITIES

2.1 The CUSTOMER will provide, at each USER site, one (1) separately-fused, 20 Amp, interior 110 volt, 60 cycle AC grounded electrical outlet for the equipment which will terminate the service at the USER site. Within 6 feet of this electrical outlet, the CUSTOMER shall provide environmentally-sound interior wall space for the mounting of a TELEPHONE COMPANY-provided-and-owned equipment cabinet, which will house the terminating equipment.

2.2 The CUSTOMERS shall collectively designate an individual who will serve as its single point of contact for matters regarding contract administration, billing and collection. That Contact shall be identified to GPC no later than thirty (30) days after the latest signature on this Agreement. Individual USERS shall each separately designate an individual who will serve as its single point of contact for and with GPC regarding individual USER site issues.

3. JOB SCHEDULE Engineering and equipment procurement will begin upon the commencement of this Agreement. Individual installation and service dates will be negotiated separately with USER sites. The EV Service will be activated at all USER sites (the ACTIVATION DATE) no later than 240 calendar days from the receipt of a document reflecting video classroom locations and associated floor plans for each USER site, or 220 days from receipt of the Initial Payment, whichever is later. The ACTIVATION DATE may be extended by mutual written agreement of the parties.

4. ADDITIONS OR CHANGES TO THE EV SERVICE NETWORK The CUSTOMER may request that other member educational sites be added to the EV Service provided by GPC, or that initially installed sites be changed. New USER sites may be added, or changes accomplished, provided the CUSTOMER and GPC are able to reach a mutual agreement regarding the addition or change and the added expenses, costs and GPC charges involved with such additions or changes.

**ADDENDUM TO  
NEBRASKA EDUCATIONAL VIDEO SERVICE AGREEMENT**

This Addendum ("Addendum") made the day and year hereinafter provided, is to the Nebraska Educational Service Agreement, "the Agreement", dated October 24, 1996, and amends said Agreement to add one (1) additional USER SITE and update the costs as established in said Agreement.

This is an agreement between Santee Public School District, (referred to herein as "the CUSTOMER"), and Great Plains Communications, Inc., ("GPC" or "the TELEPHONE COMPANY") for the addition of one (1) additional USER SITE to the Nebraska Educational Video Service ("EV Service") provided under the Agreement and to be provided under this Addendum. EV Service is defined in Attachment "A", which is incorporated herein by this reference. Where Attachment "A" conflicts with these General Terms, Attachment "A" will prevail. In the Agreement, this Addendum, and in all noted attachments, each individual Customer's service location be referred to as "the USER SITE". USER SITES are identified on Attachment "A".

1. SCOPE The above parties agree that Santee Public School District shall be allowed to join in the Agreement. Other customers have agreed to such action and this Addendum, by and through an Interlocal Cooperation Act Agreement. The president and secretary under such Interlocal Cooperation Act Agreement have provided GPC a certification regarding documents to such effect. Santee Public School District hereby specifically agrees to all of the terms of the Agreement and shall be bound hereby.

All of the other terms and conditions of the Agreement except as specifically modified in this Addendum are hereby ratified and shall remain in full force and effect.

## ATTACHMENT A

### 1. Definition of Service to be Provided

- 1A. GPC shall provide, and the CUSTOMER shall pay for, Educational Video (EV) Service to each of the USER SITES listed below:

#### USER Sites in Agreement dated 10/24/96

Bloomfield Public School	Plainview Public School
Verdigre Public School	Randolph Public School
Wausa Public School	Creighton Public School
Niobrara Public School	Osmond Public School

#### Additional Sites Added Under This Addendum:

Santee Public School District

### 3. CHARGES & PAYMENTS

3.1 The initial payment for the addition of this one (1) USER Site required of the CUSTOMER is due and payable no later than thirty (30) days after the last Signatures on this Addendum. A first installment of the Initial Payment Amount shall be fifty percent (50%) of the total non-recurring charge of \$32,100.00, specifically an amount of \$16,050.00.

3.2 The remainder (second installment) of the non-recurring charge, in the amount of \$16,050.00, is due and payable no later than thirty (30) days after the EV Service ACTIVATION DATE, as identified in Paragraph 5, below.

3.3 Annual payment thereafter, due on February 20, 2004 and February 20<sup>th</sup> thereafter until the end of the term of the Agreement for this USER SITE and all previously agreed USER SITES shall be in the amount of \$132,709.



3.4 Payments shall be made to:

*Great Plains Communications*  
P. O. Box 500  
Blair, NE 68008-0500

5. JOB SCHEDULE Engineering and equipment procurement for this additional USER SITE will be conducted in order to initiate service January 7, 2002. Specific installation and service dates will be negotiated separately with each individual USER SITE. The date upon which a video signal is propagated to the USER SITES is the ACTIVATION DATE.

7. TERMINATION AFTER INSTALLATION

7.1 If the EV Service at a USER SITE must be terminated due to reorganization, dissolution or consolidation of educational jurisdictions, the terminating party shall provide written notice to GPC specifying the termination date.

Approval of the addition of this one (1) school as member of the Northeast Nebraska Distance Learning Consortium was granted by two-thirds (2/3) consent of all of the Consortium Governing Board members.

The parties hereby execute and authorize the Addendum to the Agreement as of the latest date shown below.

GREAT PLAINS COMMUNICATIONS, INC.

SANTEE PUBLIC SCHOOL DIST.

*S. M. Jensen*  
Authorized Signature

*Morris H. Bates*  
Authorized Signature

S. M. Jensen  
Name Typed or Printed

Morris H. Bates  
Name Typed or Printed

CEO  
Title

Superintendent  
Title

5/24/01  
Date

5/17/01  
Date

Address for Notices:

Address for Notices:

Great Plains Communications, Inc.  
P. O. Box 500  
Blair, NE 68008-0500

Santee Public School District  
RR 2 Box 207  
Niobrara NE 68760



Great Plains Communications  
Telephone • Cable Television • Internet

Attachment 1A

E.

## STATEMENT

January 25, 2006

<b>TO:</b>	Northeast Nebraska Distance Learning Consortium PO Box 638 Plainview NE 68769 9638	
<b>FOR:</b>	Annual Payment for Educational Video Services August 2005 through July 2006	\$132,706.00
	Nebraska Universal Service Fund @ 6.95%...	9,223.07
	Annual payment for 2 Interswitch Links from Bloomfield to Norfolk 7/01/05 to 6/30/06 @ \$862.00 per month	<u>20,688.00</u>
	<b>Total Amount Due:</b>	<b>\$162,617.07</b>

*Due February 24, 2006*

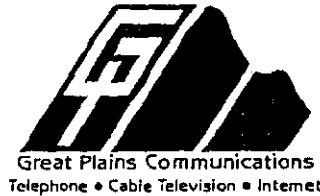
Thank You  
L Havekost  
[lhavkost@gpcom.com](mailto:lhavkost@gpcom.com)

---

Please return this portion with your remittance.....Attn: L Havekost

**From: NE Nebraska Distance Learning Consortium**

Amount paid \_\_\_\_\_



E.

GREAT PLAINS COMMUNICATIONS, INC.  
PO BOX 500  
BLAIR NE 68008-0500

402-426-9511

January 25, 2006

**TO:**

Northeast Nebraska Distance Learning Consortium  
Attn: Don Bettermann  
P.O. Box 638  
Plainview NE 68769-0638

Amount due for two T-1 Frame Relay Ports between Bloomfield, Nebraska and Norfolk, Nebraska to provide Internet Service to 9 schools in the Northeast Nebraska Distance Learning Consortium.

9 Schools @ \$270.00 per site per month	\$2,430.00
6.95% Nebraska Universal Service Surcharge	<u>\$ 168.89</u>
Total Recurring Monthly Charge for Frame Relay Ports	<u>\$2,598.89</u>
Total amount for Frame Relay Port Charges	\$31,866.68